IN THE TRIBUNAL OF PRESIDING OFFICER MACT-02: CENTRAL DISTRICT: TIS HAZARI COURTS: DELHI. PRESIDED OVER BY Ms. POOJA AGGARWAL, DHJS

MACT No. 377/2023 (Lead Case)
CNR/UID No. DL-CT01-005610-2023
(For Grant of compensation in respect of the fatal injuries sustained by Sumit)

In Respect of:
FIR No. 759/2022
PS Sarai Rohilla
U/s 279/337/304A IPC

In the matter of:-
1. **Raj Bala (Mother)** (Since deceased)
Through LRs:-
(i) **Sh. Prem Kumar**
S/o Late Sh. Bhopal Singh
(ii) **Sh. Rinku**
S/o Late Sh. Bhopal Singh
(iii) **Sh. Amit Kumar**
S/o Late Sh. Bhopal Singh
(iv) **Ms. Jyoti**
D/o Late Sh. Bhopal Singh
All R/o H.No. 113/12,
Railway Colony,
Kishan Ganj, Delhi-110007.
(Through Ld. Counsel Sh. S. Bharati)
....Petitioners/Claimants

VERSUS

1. **Dharam Pal (Driver)**
S/o Sh. Ram Chander
R/o H.No. 308/1, Gali No. 5,
Bagh Kara Khan, Kishan Ganj, Delhi.
(Through Ld. Counsel Sh. Onkar Singh)

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2. **Mahinder Pal (Owner)**
S/o Sh. Pindi Ram
R/o H.No. 308/1, Gali No. 5,
Bagh Kara Khan, Kishan Ganj, Delhi.
(Through Ld. Counsel Sh. Onkar Singh)

3. **Shri Ram General Insurance Company Ltd. (Insurer)**
Through its Authorized Representative
Office at: 1001, LGF, Naiwala, Arya Samaj Road,
Karol Bagh, New Delhi-110005.
(Through Ld. Counsel Sh. V.K.Gupta)

....Respondents

AND

MACT No. 378/2023
CNR/UID No. DL-CT01-005611-2023
(For Grant of compensation in respect of the fatal injuries sustained by Sunny)

In Respect of:
FIR No. 759/2022
PS Sarai Rohilla
U/s 279/337/304A IPC

1. **Raj Bala (Mother)** (Since deceased)
Through LRs:-
(i) **Sh. Prem Kumar**
S/o Late Sh. Bhopal Singh
(ii) **Sh. Rinku**
S/o Late Sh. Bhopal Singh
(iii) **Sh. Amit Kumar**
S/o Late Sh. Bhopal Singh
(iv) **Ms. Jyoti**
D/o Late Sh. Bhopal Singh
All R/o H.No. 113/12,
Railway Colony,
Kishan Ganj, Delhi-110007.
(Through Ld. Counsel Sh. S. Bharati)

....Petitioners/Claimants

VERSUS

1. **Dharam Pal (Driver)**
S/o Sh. Ram Chander
R/o H.No. 308/1, Gali No. 5,
Bagh Kara Khan, Kishan Ganj, Delhi.
(Through Ld. Counsel Sh. Onkar Singh)

2. **Mahinder Pal (Owner)**
S/o Sh. Pindi Ram
R/o H.No. 308/1, Gali No. 5,
Bagh Kara Khan, Kishan Ganj, Delhi.
(Through Ld. Counsel Sh. Onkar Singh)

3. **Shri Ram General Insurance Company Ltd**. **(Insurer)**
Through its Authorized Representative
Office at: 1001, LGF, Naiwala, Arya Samaj Road,
Karol Bagh, New Delhi-110005.
(Through Ld. Counsel Sh. V.K.Gupta)

....Respondents

AND

MACT No. 375/2023
CNR/UID No.DL-CT01-005609-2023
(For Grant of compensation in respect of the injuries sustained by Rahul)

In Respect of:
FIR No. 759/2022
PS Sarai Rohilla
U/s 279/337/304A IPC

In the matter of:-
Rahul
S/o Late Sh. Munni Lal
R/o H.No. 172/16, Railway Quarter,
Railway Colony, Kishan Ganj,
Delhi-110007. **....Injured**

VERSUS

1. **Dharam Pal (Driver)**
   S/o Sh. Ram Chander
   R/o H.No. 308/1, Gali No. 5,
   Bagh Kara Khan, Kishan Ganj, Delhi.
   (Through Ld. Counsel Sh. Onkar Singh)

2. **Mahinder Pal (Owner)**
   S/o Sh. Pindi Ram
   R/o H.No. 308/1, Gali No. 5,
   Bagh Kara Khan, Kishan Ganj, Delhi.
   (Through Ld. Counsel Sh. Onkar Singh)

3. **Shri Ram General Insurance Company Ltd**. **(Insurer)**
   Through its Authorized Representative
   Office at: 1001, LGF, Naiwala, Arya Samaj Road,
   Karol Bagh, New Delhi-110005.
   (Through Ld. Counsel Sh. V.K.Gupta)

....Respondents

Date of filing of DARs	**:** 01.05.2023
Judgment reserved on	**:** 17.08.2026
Date of Award	**:** 18.08.2026

<u>CONSOLIDATED AWARD/JUDGMENT</u>

1. Three Detailed Accident Reports (hereinafter referred to as *"DAR"*) were filed by the Investigating Officer in respect of FIR No. 759/2022, under Section 279/337/304A IPC, PS Sarai Rohilla, pertaining to an accident which took place on 31.12.2022, at about 00.30 hours, at Etwar Chowk, Sarai Rohilla, Delhi involving the vehicle bearing registration No. DL-1LX-7026 (*hereinafter referred to as 'Offending Vehicle'*) which was being driven in a rash and negligent manner by Dharam Pal (*hereinafter referred to as 'Respondent No.1'*), owned by Mahinder Pal (*hereinafter referred to as 'Respondent*

No.2') and insured with Shri Ram General Insurance Company *(hereinafter referred to as 'Respondent No.3')* which, *inter alia,* resulted in fatal injuries to *Sumit S/o Late Mr. Bhopal Singh* and *Sunny S/o Late Mr. Bhopal Singh,* as well as injuries to *Rahul S/o Mr. Munni Lal (hereinafter referred as 'Petitioner/ Injured).*

2. A copy of the chargesheet prepared against the Respondent No.1 for commission of offences under Sections 279/337/304A/34 IPC & 3/181 MV Act was also annexed with the DAR.

3. *Vide* order dated 01.05.2023, passed by the Ld. Predecessor, the DARs were directed to be treated as claim petitions under Section 166 of the Motor Vehicles Act, 1988 (*hereinafter referred to as 'MV Act'*).

Facts as per the DAR

4. As per the DAR, both the deceased namely Sumit and Sunny as well as Petitioner/Injured Rahul were traveling on a Scooty bearing registration No. DL-12SG-6510, when, at the red light of Etwar Chowk, Kishanganj Red Light, an Eicher goods carrier bearing registration No. DL-01LX-7026, which was being driven at a high speed, rashly and negligently, suddenly turned, hitting the Scooty resulting in Sumit, Sunny and Rahul falling with the Scooty.

Facts as per the joint reply of Respondents No. 1 & 2

5. In their joint reply, the Respondents No. 1 and 2 asserted that their vehicle had been falsely implicated in this case and that the injured/ deceased persons had sustained injuries in the accident

due to the negligence and carelessness of the driver of the Scooty bearing registration no. DL-12SG-6510, upon which all the injured/ deceased persons were sitting but none was wearing any helmet, and that from the manner in which scooty was being driven by its driver, it was presumed that he was under the influence of liquor since he was driving in a careless, negligent and zig-zag manner, in violation of traffic rules. It has also been asserted that the Respondent no. 1 was holding a valid driving license and the vehicle was duly insured with Respondent No. 3/ Shri Ram General Insurance Company from 21.10.2022 to 20.10.2023.

Facts as per reply/ written statement of Respondent No. 3/ Insurance Company

6. In its reply/written statement, the Respondent No. 3/ Insurance Company admitted that vehicle bearing registration no. DL-1LX-7026 was duly insured with it for the period from 21.10.2022 to 20.10.2023 in favour of Respondent No. 2. It has also been stated that the accident took place only due to the rash and negligent driving of the driver of the Scooty, and due to the dispute of the victims with the driver of the offending vehicle due to which the victims were following the Respondent No. 1 and in the process they dashed against the rear wheel of the offending vehicle, resulting in death/ injury. It has also been stated that three persons were travelling on the two-wheeler Scooty in violation of the provisions of Motor Vehicles Act/ Rules and the driver of the offending vehicle was also not holding any driving license, resulting in violation of terms and conditions of the insurance policy.

Consolidation of matters

7. *Vide* order dated 05.03.2024, passed by Ld. Predecessor, all the three aforesaid matters were consolidated for the purpose of disposal and it was also directed that MACT No. 377/2023 shall be treated as a lead case.

Issues

8. From the pleadings on record, the following issues were framed by the Ld. Predecessor *vide* order dated 05.03.2024:-

   1.Whether the deceased Sumit and Sunny suffered fatal injuries and petitioner Rahul Kumar suffered injuries in an accident that took place on 31/12/2022 at about 00.30 hours, involving vehicle bearing registration No. DL-1LX-7026 driven by the Respondent No. 1 rashly and negligently, owned by the Respondent No. 2 and insured with the respondent no. 3? OPP.
   2.Whether the petitioner/s is/are entitled to compensation? If so, to what amount and from whom?
   3.Relief.

9. The Petitioner, Raj Bala, i.e., the mother of the deceased Sumit and Sunny, expired during the course of the proceedings, and *vide* order dated 09.04.2024, passed in MACT Nos. 377/23 and 378/23, her LRs, namely Prem Kumar (son), Rinku (son), Amit Kumar (son) and Jyoti (daughter), were impleaded by the Ld. Predecessor upon their application.

Evidence of the Petitioners

10. **PW-1 Prem Kumar** tendered his evidence by way of affidavits i.e. Ex. PW-1/A wherein he testified that he was brother of the deceased Sunny and Sumit and their mother had expired on

27.01.2024. He further testified that in the intervening night of 30/31.12.2022 at about 12.30 a.m., one Rahul was driving a scooty bearing registration No. DL-12SG-6510 with Sumit and Sunny sitting on the said scooty. He also testified as to the Respondent No. 1/ Dharam Pal having hit the scooty from behind/ back side at the light point by turning the vehicle, at Etwar Chowk, Sarai Rohilla while driving the offending vehicle i.e. red coloured Eicher/container goods carriage in a rash and negligent manner in a high speed, resulting in Sumit, Sunny and Rahul falling with the scooty and the Respondent No. 1 ran away from the spot.

11. PW1/Prem Kumar also testified that someone had called the PCR, and that the Police PCR Van took both of his brothers to Hindu Rao Hospital, Delhi where Sumit was declared brought dead *vide* MLC no. 8628/2022 dated 31.12.2022 and Sunny was referred to Trauma Center, Civil Lines, Delhi for further treatment, but he was also declared dead by the concerned doctors.

12. PW1 Prem Kumar further testified that the IO had checked the CCTV footage of nearby places from which it was revealed that a carrier goods vehicle had passed through the place of accident at a very high speed, and thereafter the injured Rahul also confirmed about the said vehicle. He further testified that on 30.01.2023, the injured Rahul had identified the driver Dharam Pal at the police station when the driver and owner of the vehicle bearing No. DL-1LX-7026 had come there.

13. PW1/ Prem Kumar further testified at the time of accident, his brother *Sumit* was working at his shop at Tri Nagar, earning a salary of ₹18,000/- per month and in addition, the deceased *Sumit* also used to do mobile repairing work from his house and earning approximately ₹40,000/- per month from the said business, and thus his earnings were approximately ₹60,000/- per month. He also testified that at the time of accident, his brother *Sunny* was working as a Computer Operator, earning a salary of ₹15,000/- per month, and he also used to play DJ in the family functions, marriages, birth etc., earning ₹20,000/- per month, and thus, his earnings were approximately ₹40,000/- per month.

14. PW1 Prem Kumar further testified that both his brothers namely *Sumit and Sunny* used to look after their unmarried sister and the entire family, further testifying that the deceased would have contributed financially towards the marriage of their only sister Jyoti to fulfill their obligations. He also testified that he had spent a sum of ₹1,00,000/- each on funeral of the deceased, namely *Sumit and Sunny.*

15. PW1/ Prem Kumar also relied upon the following documents qua deceased Sumit:-

S.No.	**Description of Documents**	**Exhibit/Mark**
1.	Copy of his own Aadhaar card	Ex. PW1/1
2.	Copy of Aadhaar card of Sumit	Ex. PW1/2
3.	Copy of PAN Card of Sumit	Ex. PW1/3
4.	Copy of Class 10th certificate of Sumit[1]	Ex.PW1/4

5.	Copy of death certificate of mother of deceased[2]	Ex. PW1/5
6.	Copy of MLC of Sumit	Ex. PW1/6
7.	Copy of entire DAR	Ex.PW1/7(Colly)
8.	Copy of salary certificate	Ex.PW1/8
9.	Copy of *training* certificate issued by Hi-Tech Institute of Advance Technologies (P) Ltd.	Ex.PW1/9

16. He also relied upon the following documents qua deceased Sunny:-

S.No.	Description of Documents	Exhibit/Mark
1.	Copy of his own Aadhaar card	Ex. PW1/1
2.	Copy of Aadhaar card of Sunny[3]	Ex. PW1/2
3.	Copy of PAN Card of Sunny[4]	Ex. PW1/3
4.	Copy of Class 10th certificate of Sunny[5]	Ex.PW1/4
5.	Copy of death certificate of mother of deceased[6]	Ex. PW1/5
6.	Copy of MLC of Sunny	Ex. PW1/6
7.	Copy of entire DAR	Ex. PW1/7(Colly)
8.	Copy of salary certificate	Ex.PW1/8

17. He was duly cross-examined by the Ld. Counsel for Respondents No. 1 & 2 as well as by Ld. Counsel for Respondent No. 3/ Insurance Company.

18. **PW-2 Rahul Kumar, i.e.** the Petitioner/ injured, tendered his evidence by way of affidavit Ex. PW2/A wherein he testified to

1 wrongly mentioned as Class 12th certificate
2 wrongly mentioned as copy of death certificate of deponent/PW/1
3 wrongly mentioned as Sumit
4 wrongly mentioned as Sumit
5 wrongly mentioned as Class 12th certificate
6 wrongly mentioned as copy of death certificate of the deponent/ PW/1

the effect that in the intervening night of 30/31.12.2022, at about 12.30 a.m., he was driving a scooty bearing registration No. DL-12SG-6510 with his friends Sumit and Sunny sitting on the scooty. He also testified that the Respondent No. 1/ Dharam Pal was driving the offending vehicle *i.e.* red coloured Eicher/ container goods carriage in a rash and negligent manner in a high speed, and had hit their scooty from behind/back side at Etwar Chowk, Sarai Rohilla at light point by turning the vehicle, resulting in all three of them falling with the scooty and the Respondent No. 1 ran away from the spot. He also testified on similar lines as PW-1 as to the deceased having been taken to Hindu Rao Hospital for treatment where Sumit was declared dead and as to Sunny having been referred to Trauma Center, where he was also declared dead. He also testified on similar lines as PW-1 in respect of the identification of the offending vehicle through CCTV footage and as to the identification of the driver of the offending vehicle i.e. vehicle bearing No. DL-1LX-7026 by him at the police station on 30.01.2023. He also relied upon the copy of his Aadhaar card Ex. PW-2/1 and was duly cross-examined by the Ld. Counsels for the Respondents.

19. **PW-3 Jyoti,** (wrongly mentioned as PW-4 in MACT No. 377/23), being the sister of the deceased, tendered her evidence by way of affidavits *i.e.* Ex. PW3/A & Ex.PW4/A, wherein she testified on similar lines as PW-1/ Prem Kumar and reiterated that she was totally dependent on her deceased brothers for her day to day needs. She also relied upon the documents relied

upon by PW-1 Prem Kumar. She was duly cross-examined on behalf of Respondents No. 1 and 2 while Ld. Counsel for Respondent No. 3/ Insurance Company chose not to cross examine her stating that she was a repeat witness.

Evidence of the Respondents

20. **RW1 Mahinder Pal,** being the owner of the offending vehicle, tendered his evidence by way of affidavit *i.e.* Ex. RW1/A, wherein he testified that his vehicle bearing No. DL-1LX-7026 had been falsely implicated in this case and that the said vehicle was being driven by its driver Dharam Pal in a slow/ normal speed. He further testified that the injured/ deceased persons had sustained injuries in the accident due to their own negligence and carelessness as none of them were wearing any helmet and were presumably under the influence of liquor as the driver of the Scooty bearing registration no. DL-12SG-6510 was driving the scooty in a careless, negligent and zig zag manner. He also testified that there was a possibility that the accident had occurred due to the scooty having been struck by some other vehicle as there was no mark or scratch of damage on his vehicle in the mechanical inspection report. It has been reiterated that the Respondent No. 1 had a valid license and the vehicle was duly insured with the Respondent No. 3. He also relied upon copy of the driving license *i.e.* Ex. RW1/1 and the reply to legal notice dated 11.10.2024 alongwith postal receipts Ex.RW1/2. He was duly cross-examined by the Ld. Counsel for Respondent No.3/ Insurance Company as well as by the Ld. Counsel for the Petitioners.

Final Arguments

21. Final arguments were advanced on behalf of the Petitioners as well as the Respondents by their respective counsels.

22. It has been vehemently argued on behalf of the Petitioner/ LRs of Petitioner Rajbala that as the accident had resulted in the death of Sunny and Sumit, maximum compensation be awarded.

23. On the other hand, it has been argued on behalf of the Respondents No. 1 and 2 that the Respondent No. 1 possessed a valid driving license and the vehicle was duly insured with Respondent No. 3 and hence, they are not liable to pay any compensation; and on behalf of Respondent No. 3/ Insurance Company, it has been argued that the negligence, if any, existed on the part of the driver of the scooty as they were tripling in contravention of MV Rules, smell of alcohol is recorded in the MLC of the driver Rahul who has also admitted that none of the riders were wearing any helmet and that he did not possess any licence to drive the scooty. It has also been argued that as per the chargesheet itself, the rider of the scooty was pursuing the offending vehicle due to some prior dispute which also proved the existence of rashness and negligence on part of Rahul and not of the Respondent No. 1, due to which the Insurance Company be absolved of its liability.

24. None appeared on behalf of the Petitioner/Injured Rahul to advance any final arguments.

Issues Wise Findings

25. The arguments as advanced have been carefully considered along with the evidence on record and after careful consideration of the same, the issue-wise findings are as under:

> ***Issue no.1: Whether the deceased Sumit and Sunny suffered fatal injuries and petitioner Rahul Kumar suffered injuries in an accident that took place on 31/12/2022 at about 00.30 AM involving vehicle bearing registration No. DL-1LX-7026 driven by the Respondent No. 1 rashly and negligently, owned by the Respondent No. 2 and insured with the respondent no. 3? OPP.***

26. The onus to prove this issue was on the Petitioners. It is a settled proposition of law that the proceedings before this Tribunal are not governed by the strict and technical rules of evidence and that in proceedings under the Motor Vehicles Act, 1988, the claimants/Petitioners are only required to establish their case on the touchstone of preponderance of probabilities, and not by applying the rigorous standard of proof beyond reasonable doubt. (Ref: *Prabhavathi v. Bangalore Metropolitan Transport Corpn.,* 2025 SCC OnLine SC 455, *Mangla Ram Vs. Oriental Insurance Co. Ltd. & Ors.*, (2018) 5 SCC 656, *Geeta Dubey Vs United India Insurance Company Ltd. & Ors,* 2024 SCC Online SC 3779, *Sajeena Ikhbal and Others Vs Mini Babu George and Others,* 2024 SCC OnLine SC 2883).

27. Further, in *Vimla Devi & Ors. v. National Insurance Company Ltd. & Ors.* (2019) 2 SCC 186, the Hon'ble Apex Court observed that the MV Act is a beneficial piece of legislation enacted to give solace to the victims of the motor accident who

suffer bodily injury or die untimely, further observing that the MV Act is designed in a manner, which relieves the victims from ensuring strict compliance provided in law, which are otherwise applicable to the suits and other proceedings while prosecuting the claim petition filed under the Act for claiming compensation for the loss sustained by them in the accident. Hence, it is evident that as per the settled law, the burden of proof in matters pertaining to the MV Act i.e. MACT matters is even lesser than that required to be discharged in other civil proceedings.

28. In the present case, as per the testimony of PW-2 Rahul (driver of the scooty and thus an eye witness, as also one of the Petitioners) the accident had taken place in the intervening night of 30-31.12.2022, at about 12.30 a.m., when the scooty bearing registration no. DL-12SG-6510 being driven by him, on which his friends namely Sumit and Sunny were also sitting, was hit from behind at Etwar Chowk, Sarai Rohilla, Delhi at light point by the offending vehicle which was being driven in a rash and negligent manner and at a high speed, when it turned and its driver ran from the spot.

29. As per his further testimony, the IO had identified the offending vehicle on the basis of CCTV footage which showed that a goods carrier vehicle had passed through the place of incident at a very high speed, and he had confirmed to the IO about the said vehicle. As per the further testimony of PW-2 Rahul, he had identified the driver Dharam Pal at the police station on

30.01.2023 when the owner and driver of the offending vehicle had come to the police station.

30. The testimony of PW-2 Rahul in respect of the factum and manner of the accident is consistent with his earlier statement recorded on the date of the accident itself and on the basis of which the present case FIR was registered and thus, there is material consistency between his oral testimony and the contemporaneous version recorded by the investigating agency on the date of the accident itself.

31. Significantly, nothing material has emerged during the cross-examination of PW-2 Rahul to impeach his credibility or to cast any doubt upon the manner in which the accident occurred, or as to the identity of the offending vehicle or its driver. The Respondent No.3/ Insurance Company has not been able to point out any material contradiction, omission or inconsistency in his testimony. Further, no independent evidence has been adduced by any of the Respondents to suggest that the accident occurred in a manner different from that asserted by the Petitioners or that it was attributable to any cause other than the negligent driving of Respondent No. 1 or even to remotely suggest that the accident was caused by any other vehicle.

32. The Respondent No. 1, being the driver of the offending vehicle at the time of the accident, was the best witness to controvert the version put forth by the Petitioners and to explain the circumstances in which the accident had taken place. Despite

this, for reasons best known to him, he did not step into the witness box, thereby warranting an adverse inference to be drawn against him even more so, when no evidence has been brought on record to prove the existence of any previous enmity of the Petitioners with the Respondent No. 1 so as to falsely implicate him in this case, and no evidence has been brought on record to infer that the accident took place for any other reason except due to the rash and negligent driving of Respondent No. 1. Strength for this interpretation is drawn from the Judgment of Hon'ble Delhi High Court in *Cholamandalam M.S.General Insurance Company Limited v. Kamlesh and Ors*., 2009(3) AD Delhi 310, wherein the Hon'ble Delhi High Court held that where the driver of the offending vehicle does not appear in the witness box, adverse inference can be drawn against him. As no alternative account of the incident has been forthcoming, consequently, the Petitioners' version of the occurrence has remained substantially un-rebutted and inspires confidence.

33. It is a settled proposition of law that in MACT cases, the Petitioners cannot be expected to prove the accident beyond reasonable doubt and the principle of *res ipsa loquitur* applies which means that the "accident speaks for itself" i.e. the very nature and circumstances of the accident permit an inference of negligence in the absence of any plausible explanation from the person in control of the offending vehicle.

34. In the present case, the evidence on record has established that the offending vehicle being driven by Respondent No. 1 had

POOJA AGGARWAL Digitally signed by POOJA AGGARWAL Date: 2026.08.18 17:03:44 +0530 struck the Scooty being driven by Rahul from behind, due to which all the three riders, including the deceased Sumit and Sunny, had fallen. The very fact that the offending vehicle hit the vehicle of the deceased/injured from behind raises a strong inference that Respondent No. 1 failed to keep a proper lookout, exercise reasonable care, or maintain effective control over the vehicle. No cogent evidence has been brought on record by the Respondents to rebut this inference or to establish that the accident occurred despite the exercise of due care. Therefore, the circumstances of the accident, viewed on the touchstone of preponderance of probabilities, clearly establish that the accident occurred due to the rash and negligent driving of the offending vehicle by Respondent No. 1, and the principle of *res ipsa loquitur* squarely applies in this case.

35. Further, the Respondent No. 1 has also been charge-sheeted by the investigating agency for the commission of various offences including the offences punishable under Sections 279/337/304A IPC in the FIR No. 759/2022, PS Sarai Rohilla, after concluding the investigation on the aspect of manner of the accident, as well as the identity of the offender and the offending vehicle. Therefore, the filing of the chargesheet against the Respondent No.1 also indicates existence of rash and negligent driving of the offending vehicle by him. Strength for this interpretation is drawn from the judgment of *National Insurance Co. Ltd. v. Pushpa Rana,* 2009 ACJ 287 and *United India Insurance Co. Ltd. v. Deepak Goel & Ors,* 2014 (2) TAC 846 (Del), passed by the Hon'ble Delhi High Court.

36. Thus, once it has been established that the accident had taken place due to rash and negligent driving of the driver/Respondent No.1, the burden shifts on the Respondents to prove that they were not responsible for the accident which the Respondents have failed to discharge in this case.

37. During the course of final arguments, Ld. Counsel for the Respondent No. 3/ Insurance Company has vehemently argued that the injured/ deceased had sustained injuries due to their own negligence as the scooty was being driven by Rahul without any helmet, who did not possess any driving licence to even drive the scooty, three persons were riding on the scooty and as per the chargesheet itself, they had been chasing the offending vehicle which contributed to the accident, and hence a deduction be made on account of contributory negligence.

38. In respect of this argument, the law in respect of what constitutes contributory negligence needs to be looked into. In *Digamber Kumar v. National Ins Co Ltd.,* 2026 SCC OnLine Del 5578, the Hon'ble Delhi High Court observed that:

> *"20. <u>Contributory negligence, in tort law, contemplates a situation where a person's own negligence has materially contributed to the harm suffered, thereby warranting apportionment of liability to the extent of such negligence.</u> The Supreme Court in Municipal Corporation of Greater Bombay v. Laxman Iyer, (2003) 8 SCC 731 : 2004 SCC (Cri) 252, explained the term "negligence", "composite negligence" and "contributory negligence". For ease of reference, the relevant paragraph is extracted as under:*
>
> > *"6. The plea which was stressed strenuously related to alleged contributory negligence. Though there is no statutory definition, in common parlance "negligence" is categorised as either composite or contributory. It is first necessary to find out what is a negligent act. <u>Negligence is</u>*

omission of duty caused either by an omission to do something which a reasonable man guided upon those considerations, who ordinarily by reason of conduct of human affairs would do or be obligated to, or by doing something which a prudent or reasonable man would not do. Negligence does not always mean absolute carelessness, but want of such a degree of care as is required in particular circumstances. Negligence is failure to observe, for the protection of the interests of another person, the degree of care, precaution and vigilance which the circumstances justly demand, whereby such other person suffers injury. The idea of negligence and duty are strictly correlative. Negligence means either subjectively a careless state of mind, or objectively careless conduct. Negligence is not an absolute term, but is a relative one; it is rather a comparative term. No absolute standard can be fixed and no mathematically exact formula can be laid down by which negligence or lack of it can be infallibly measured in a given case. What constitutes negligence varies under different conditions and in determining whether negligence exists in a particular case, or whether a mere act or course of conduct amounts to negligence, all the attending and surrounding facts and circumstances have to be taken into account. It is absence of care according to circumstances. To determine whether an act would be or would not be negligent, it is relevant to determine if any reasonable man would foresee that the act would cause damage or not. The omission to do what the law obligates or even the failure to do anything in a manner, mode or method envisaged by law would equally and per se constitute negligence on the part of such person. If the answer is in the affirmative, it is a negligent act. Where an accident is due to negligence of both parties, substantially there would be contributory negligence and both would be blamed. In a case of contributory negligence, the crucial question on which liability depends would be whether either party could, by exercise of reasonable care, have avoided the consequence of the other's negligence. Whichever party could have avoided the consequence of the other's negligence would be liable for the accident. ***If a person's negligent act or omission was the proximate and immediate cause of death, the fact that the person suffering injury was himself negligent and also contributed to the accident or other circumstances by which the injury was caused would not afford a defence to the other. Contributory negligence is applicable solely to the conduct of a plaintiff. It means that there has been an act or omission on the part of the plaintiff which has***

> ***materially contributed to the damage, the act or omission being of such a nature that it may properly be described as negligence, although negligence is not given its usual meaning.*** *(See Charlesworth on Negligence, 3rd Edn., para 328.) It is now well settled that in the case of contributory negligence, courts have the power to apportion the loss between the parties as seems just and equitable. Apportionment in that context means that damage is reduced to such an extent as the court thinks just and equitable having regard to the claim shared in the responsibility for the damage. But in a case where there has been no contributory negligence on the part of the victim, the question of apportionment does not arise. Where a person is injured without any negligence on his part but as a result of the combined effect of the negligence of two other persons, it is not a case of contributory negligence in that sense. It is a case of what has been styled by Pollock as injury by composite negligence. (See Pollock on Torts, 15th Edn., p. 361.)"*
>
> *(emphasis added)*
>
> *21. Moreover, negligence cannot ordinarily be presumed just because an accident occurred. The circumstances of the accident themselves should clearly indicate negligence, and if the person in control of the vehicle fails to give a reasonable explanation for how the accident occurred, the court may apply the doctrine of res ipsa loquitur and infer negligence.*
>
> *(emphasis added)*

39. In the present case, PW-2/injured Rahul has admitted during his cross examination that three persons were riding on the Scooty at the time of the accident, none of the three riders were wearing helmet at that time and he did not possess any valid licence to drive on the date of the accident. Even so, during his cross-examination, he has categorically testified that his Scooty was being driven at a speed of 20-30 km/hr on the left side of the road, whereas the offending truck was at a speed of 80 km/hr, and was at a distance of only 10-15 meters from his Scooty. This testimony has not been rebutted by the Respondents by bringing on record any evidence to the contrary, and even the Respondent No.1 has not stepped into the witness box to controvert the

same. It needs to be borne in mind, that as per the evidence on record, the accident took place at a turn, and the Scooty has been struck from the rear. A motorist travelling ahead of another vehicle, cannot be expected to have foresight, control, or physical opportunity to anticipate or avert any crash from behind, and thus, he would not have had the opportunity to avoid the consequences of the reckless driving of the Respondent No.1, and thus no operational fault or breach of the duty of care can be attributed to the driver of the Scooty/injured Rahul in relation to the occurrence of the collision.

40. It also needs to be borne in mind that the absence of a driving licence of the driver of the Scooty/injured Rahul or even triple riding of the Scooty, does not *ipso facto* lead to any assumption that he was driving his vehicle in a rash and negligent manner, as it was for the Respondents to have brought on record specific evidence for proving specific acts of the driver of the Scooty/ injured Rahul which were rash and negligent on his part, which they have failed to do. While driving without a valid licence or even tripling on a scooty may constitute breach of the Motor Vehicles Act, it does not automatically establish civil liability under the law of torts. Strength for this interpretation is drawn from the judgment of the Hon'ble Supreme Court in *Sudhir Kumar Rana v. Surinder Singh,* (2008) 12 SCC 436, (also relied upon in United India Insurance Co. Ltd. v. Ravi, 2026 SCC OnLine Del 1044) wherein it has been held:

> *"9. If a person drives a vehicle without a licence, he commits an offence. The same, by itself, in our opinion, may not lead to a finding of negligence as regards the accident. It has been held by the courts*

below that it was the driver of the mini-truck which was being driven rashly and negligently. It is one thing to say that the appellant was not possessing any licence but no finding of fact has been arrived at that he was driving the two-wheeler rashly and negligently. If he was not driving rashly and negligently which contributed to the accident, we fail to see as to how, only because he was not having a licence, he would be held to be guilty of contributory negligence."

(Emphasis supplied)

41. In as far as argument of Ld. Counsel for the Respondent No. 3/ Insurance Company as to the scooty being driven by Rahul without any helmet is concerned, it is noted that in the evidence brought on record, no nexus has been shown between the cause of the accident, and the factum of the deceased or even the driver of the scooty/ injured Rahul not wearing helmets, as the scooty was hit from behind by the offending vehicle. Even the post mortem reports of the deceased, do not reflect the cause of death to be any injury to the head, with the cause of the death of Sumit having been opined to be due to hemorrhagic shock as a result of injury to the chest by blunt force impact and, the cause of the death of Sunny having been opined to be due to hemorrhagic shock as a result of antemortem injuries to the vital organs, consequent upon blunt force impact, but no internal injuries on the head have been recorded, and even the MLC of Petitioner/injured reflect various abrasions including over the right elbow which have no nexus with the absence of any helmet. None of the injuries indicate how the absence of the helmet could have contributed in the scooty having been hit from behind. Accordingly, the negligence in this case remains attributable to Respondent No.1 only, and the argument of the Insurance company seeking a finding of contributory negligence, on this count, is rejected.

42. Strength for this interpretation is drawn from the judgment passed in *Shri Ram General Insurance Co. Ltd. v. Hans Raj Yadav,* 2025 SCC OnLine Del 4592, by the Hon'ble Delhi High Court, wherein it was held that:

> *"Contributory Negligence*
> ***21.*** *The learned counsel for the appellant/Insurance Company contended that the appellant/injured at the time of the accident was not wearing a helmet and the learned Tribunal ought to have deducted some amount of compensation towards contributory negligence.*
> ***22.*** *This Court in the case of Vimla Devi v. Royal Sundaram All Ins Co. Ltd. : MAC. APP. 653/2018 while dealing with a similar circumstance of attributing contributory negligence on a pillion rider for not wearing a helmet observed as under:*
>
> > *"4. The learned counsel for the respondents submits that the deceased fully knew that the mounting of three persons on a moving scooty was impermissible under motor traffic rules. The accident occurred in the middle of the road.* ***<u>The pillion riders were not wearing helmets, therefore, there appears to be contributory negligence. The Court is of the view that the aforesaid argument is untenable because not wearing a helmet could at best be a traffic offence and not necessarily be regarded as contributing to the motor accident itself.</u>*** *After an accident occurs, its consequence depends upon the impact. In the present case, the two vehicles crashed into each other in a 'head on collision'. The contribution of the pillion rider is not made out from the nature of the accident. Surely, the oncoming offending motor vehicle was being driven in a rash and negligent manner. In no circumstance, the deceased-pillion rider could be said to have contributed to the said accident. The deceased was the first pillion rider sitting immediately behind the scooterist. It is the second pillion rider who could well have misbalanced because he was sitting on the edge of the rear seat, therefore, the one pillion sandwiched between the other two riders would be the most securely seated, yet he died in the unfortunate accident. The pillion was not in control of the scooty. Hence, no case is made out for apportionment of contributory negligence upon the deceased."*
> >
> > *(Emphasis supplied)*
>
> *....*
> *28. Therefore, in light of the observations made in Vimla Devi v. Royal Sundaram All Ins Co. Ltd. (supra)* *<u>not wearing a helmet by the appellant/injured at the time of the accident can at</u>*

best be considered as a violation of traffic rules and cannot be attributed as negligence in causing the said motor accident. The impugned award is affirmed to that extent."

(Emphasis supplied)

43. Ld. Counsel for the Respondent No.3/ Insurance Company has also argued that the driver of the Scooty, was riding under the influence of liquor and that as per the chargesheet itself, he was pursuing the offending vehicle due to some prior dispute with the Respondent No.1, which proved the existence of rashness and negligence on part of Rahul for deduction of compensation amount towards contributory negligence.

44. In respect of this argument, it is noted that the MLC of the Petitioner/ injured Rahul (forming part of DAR) does reflect that the smell of alcohol was present, however, the same does not mention the blood alcohol concentration of Rahul, so as to infer that he was intoxicated beyond the permissible limit. No further evidence has been brought on record by the Respondents to indicate that any blood sample of Rahul or even any alcohol meter reading had been taken at the time of the accident, rather, the MLC reflects that the alcohol meter was not working and the blood sample vial was N.A., which leads to the inference that no blood sample was even sent for FSL examination. In the absence of any quantified reading of the blood alcohol level of the injured Rahul having been brought on record, there is insufficient evidence to attribute the existence of any rashness or negligence to him, and hence this argument of the Respondent No.3/ Insurance company is also rejected.

45. In as far as the argument as to the chargesheet reflecting that the scooty was pursuing the offending vehicle due to some prior dispute with the Respondent No.1 is concerned, it is noted that no positive evidence has been led by the Respondents to prove the same, and the suggestion of the Respondent No.3/ Insurance Company as to there being any dispute between injured/Rahul, deceased as well as the driver of the offending vehicle, or as to them following the offending vehicle to teach the driver of the offending vehicle a lesson has been categorically denied by PW2 Rahul. In the absence of any positive evidence having been brought on record by the Respondents to prove the existence of such dispute, merely on the basis of the contents of the chargesheet, which are only the conclusion of the investigating agency, it cannot be held that the accident was the result of rash and negligent act of the driver of the scooty due to any pre-existing dispute. Hence, this argument of the Respondent No.3/ Insurance Company is also rejected.

Injuries sustained in the accident.

46. The fact that the deceased Sumit and Sunny expired as a result of the injuries sustained in the accident stands proved from their respective MLC i.e. Ex PW1/6 as well as their postmortem reports wherein the cause of the death of Sumit having been opined to be due to hemorrhagic shock as a result of injury to the chest by blunt force impact and, the cause of the death of Sunny having been opined to be due to hemorrhagic shock as a result of antemortem injuries to the vital organs, consequent upon blunt force impact, which are not inconsistent with the

injuries resulting from an accident, and no evidence has been brought on record to disbelieve these reports.

47. In respect of the Petitioner/ injured Rahul, it is noted that as per his MLC forming part of DAR issued by Hindu Rao Hospital, Delhi dated 31.12.2022, the injured Rahul had an Alleged history of RTA on 31.12.22 at about 12.30 am at Eitwar Chowk, and he had various injuries including abrasions over right side eye, over right side forehead and over right elbow. However, no final opinion as to the nature of injuries of Rahul is reflected in the said MLC, rather, it is reflected in the MLC itself, that the patient had absconded. Even during the course of the inquiry, the Petitioner/injured Rahul, placed on record no evidence to prove that the injuries sustained by him were grievous in nature, in the absence of which there is sufficient evidence on record to conclude that Rahul had sustained injuries in the accident, but there is no evidence on record to conclude that such injuries were grievous. That being so, his injuries shall be considered to be simple.

48. Thus, upon consideration of the entire evidence as led, it is held that on the scale of preponderance of probabilities, the fact that the deceased *Sumit and Sunny* suffered fatal injuries and the Petitioner/injured Rahul suffered simple injuries in the accident that took place on 31.12.2022 at about 00.30 a.m. involving vehicle bearing registration No. DL-1LX-7026 driven by Respondent No. 1 rashly and negligently, owned by Respondent No. 2 and insured with Respondent No. 3/ Insurance Company, stands proved.

49. Issue No.1 is accordingly decided in favour of the Petitioners against the Respondents.

Issue no. 2: Whether the Petitioners are entitled to compensation? If so, to what amount and from whom?; and
Issue no. 3: Relief.

50. As the issue no.1 has been decided in favour of Petitioners and against Respondents, the Petitioner Rajbala (through LRs) are entitled to be compensated for the fatal injuries suffered by the deceased Sumit and Sunny, while the injured/Petitioner Rahul is entitled to be compensated for the injuries suffered by him in the accident. Section 168 of the MV Act enjoins upon this Tribunal to hold an inquiry into the claim to make an award determining the amount of compensation which appears to it to be just and reasonable.

51. The guiding principles for assessment of "just and reasonable compensation" have been enumerated by the Hon'ble Supreme Court of India, in *Anjali v. Lokendra Rathod,* 2022 SCC OnLine SC 1683, wherein it has been observed that: -

> *"The provisions of the Motor Vehicles Act, 1988 (for short, "MV Act") gives paramount importance to the concept of 'just and fair' compensation. It is a beneficial legislation which has been framed with the object of providing relief to the victims or their families. Section 168 of the MV Act deals with the concept of 'just compensation' which ought to be determined on the foundation of fairness, reasonableness and equitability. Although such determination can never be arithmetically exact or perfect, an endeavor should be made by the Court to award just and fair compensation irrespective of the amount claimed by the applicant/s. In Sarla Verma v. Delhi Transport Corporation, (2009) 6 SCC 121, this Court has laid down as under:*
>
> > *16."Just compensation" is adequate compensation which is fair and equitable, on the facts and circumstances of the*

case, to make good the loss suffered as a result of the wrong, as far as money can do so, by applying the well settled principles relating to award of compensation. It is not intended to be a bonanza, largesse or source of profit."
(Emphasis supplied)

52. In respect of fatal accidents, the guidelines for assessment of compensation have been issued by the Hon'ble Supreme Court in *Sarla Verma v. Delhi Transport Corporation*, (2009) 6 SCC 121,as under:

"17. Assessment of compensation though involving certain hypothetical considerations, should nevertheless be objective. Justice and justness emanate from equality in treatment, consistency and thoroughness in adjudication, and fairness and uniformity in the decision making process and the decisions. While it may not be possible to have mathematical precision or identical awards, in assessing compensation, same or similar facts should lead to awards in the same range. When the factors/inputs are the same, and the formula/legal principles are the same, consistency and uniformity, and not divergence and freakiness, should be the result of adjudication to arrive at just compensation.

18. Basically only three facts need to be established by the claimants for assessing compensation in the case of death :

(a) age of the deceased;

(b) income of the deceased; and

(c) the number of dependents.

The issues to be determined by the Tribunal to arrive at the loss of dependency are:

(i) additions/deductions to be made for arriving at the income;

(ii) the deduction to be made towards the personal living expenses of the deceased; and

(iii) the multiplier to be applied with reference of the age of the deceased.

If these determinants are standardized, there will be uniformity and consistency in the decisions. There will lesser need for detailed evidence. It will also be easier for the insurance companies to settle accident claims without delay.

19. To have uniformity and consistency, Tribunals should determine compensation in cases of death, by the following well settled steps:

Step 1 (Ascertaining the multiplicand)

The income of the deceased per annum should be determined. Out of the said income a deduction should be made in regard to the amount which the deceased would have spent on himself by way of personal and living expenses. The balance, which is considered to be the contribution to the dependant family, constitutes the multiplicand.

<u>Step 2 (Ascertaining the multiplier)</u>
Having regard to the age of the deceased and period of active career, the appropriate multiplier should be selected. This does not mean ascertaining the number of years he would have lived or worked but for the accident. Having regard to several imponderables in life and economic factors, a table of multipliers with reference to the age has been identified by this Court. <u>The multiplier should be chosen from the said table with reference to the age of the deceased.</u>
<u>Step 3 (Actual calculation)</u> The annual contribution to the family (multiplicand) when multiplied by such multiplier gives the `loss of dependency' to the family.
Thereafter, a conventional amount in the range of Rs. 5,000/- to Rs.10,000/- may be added as <u>loss of estate</u>. Where the deceased is survived by his widow, another conventional amount in the range of 5,000/- to 10,000/- should be added under the head of <u>loss of consortium</u>. But no amount is to be awarded under the head of pain, suffering or hardship caused to the legal heirs of the deceased.
The <u>funeral expenses,</u> cost of transportation of the body (if incurred) and cost of any medical treatment of the deceased before death (if incurred) should also added."

(Emphasis supplied)

53. On the other hand, in respect of injury cases, it is a settled proposition of law that in cases where the Petitioner has suffered injuries due to the accident, the grant of compensation is under two broad categories, i.e. Pecuniary as well as non-pecuniary damages and the two categories of damages has been explained by the Hon'ble Supreme Court in *R.D.Hattangadi v. Pest Control (India) (P) Ltd.,* (1995) 1 SCC 551, which has also been reiterated in *Atul Tiwari v. Oriental Insurance Co. Ltd.,* (2025) 3 SCC 6.

54. The principles guiding grant of compensation in injury cases have been laid down by the Hon'ble Supreme Court in *Raj Kumar Vs. Ajay Kumar & Ors.* (2011) 1 SCC 34, as under:-

"General principles relating to compensation in injury cases
5. The provision of The <u>Motor Vehicles Act</u>, 1988 (`Act' for short) makes it clear that the award must be just, <u>which means that</u>

compensation should, to the extent possible, fully and adequately restore the claimant to the position prior to the accident. The object of awarding damages is to make good the loss suffered as a result of wrong done as far as money can do so, in a fair, reasonable and equitable manner. The Court or tribunal shall have to assess the damages objectively and exclude from consideration any speculation or fancy, though some conjecture with reference to the nature of disability and its consequences, is inevitable. A person is not only to be compensated for the physical injury, but also for the loss which he suffered as a result of such injury. This means that he is to be compensated for his inability to lead a full life, his inability to enjoy those normal amenities which he would have enjoyed but for the injuries, and his inability to earn as much as he used to earn or could have earned. (See C. K. Subramonia Iyer vs. T. Kunhikuttan Nair - AIR 1970 SC 376, R. D. Hattangadi Vs. Pest Control (India) Ltd. - 1995 (1) SCC 551 and Baker vs. Willoughby - 1970 AC 467).

6. The heads under which compensation is awarded in personal injury cases are the following :

Pecuniary damages (Special Damages)

(i) Expenses relating to treatment, hospitalization, medicines, transportation, nourishing food, and miscellaneous expenditure.

(ii) Loss of earnings (and other gains) which the injured would have made had he not been injured, comprising:

(a) Loss of earning during the period of treatment;

(b) Loss of future earnings on account of permanent disability.

(iii) Future medical expenses.

Non-pecuniary damages (General Damages)

(iv) Damages for pain, suffering and trauma as a consequence of the injuries.

(v) Loss of amenities (and/or loss of prospects of marriage).

(vi) Loss of expectation of life (shortening of normal longevity).

In routine personal injury cases, compensation will be awarded only under heads (i), (ii)(a) and (iv). It is only in serious cases of injury, where there is specific medical evidence corroborating the evidence of the claimant, that compensation will be granted under any of the heads (ii)(b), (iii), (v) and (vi) relating to loss of future earnings on account of permanent disability, future medical expenses, loss of amenities (and/or loss of prospects of marriage) and loss of expectation of life."

(Emphasis supplied)

55. In view of the above legal propositions, on the basis of evidence and material on record, the amount of compensation is computed as under:

Compensation in respect of death of deceased Sumit in the case bearing MACT No. 377/23

Age And Income Of Deceased

56. As per the copy of Aadhaar card, PAN card and 10th Class certificate of the deceased Sumit *i.e.* Ex. PW1/2, Ex. PW1/3 and Ex. PW1/4 respectively, his date of birth was 08.07.1995 and, as the accident took place on 31.12.2022, **his age would be considered to be 27 years for the purpose of computation of compensation.**

57. As per the testimony of PW-1/ Prem Kumar, at the time of the accident, Sumit was earning a total of ₹60,000/- per month inclusive of his salary of ₹18,000/- by working at his shop and ₹40,000/- from mobile repairing work which he was doing from his house. In support of the same, PW1 Prem Kumar has also relied upon the salary certificate issued by him i.e. Ex.PW1/8, but except the said self serving document, no other record in the form of any salary slip or witness has been brought on record to prove the earnings of the deceased. In the absence of any documentary proof of his employment or income, **the notional income of the deceased Sumit shall be considered to be that of a Matriculate Person as per the prevailing Minimum Wages in Delhi at the time of accident *i.e.* 31.12.2022 which were ₹20,357/- per month, as the class 10th certificate of the deceased i.e. Ex PW1/4 has been brought on record.**

Dependency upon the Deceased

58. In respect of the question of dependency, it is noted that as per

the testimony of PW1 Prem Kumar in his cross-examination, his mother (i.e. the mother of both the deceased) as well as his unmarried sister were living with them, their families as well as the deceased at the same house at the time of the accident. Though during his cross-examination, he admitted that his mother was getting a family pension of ₹12,000/- to ₹15,000/- per month, even so she would be considered to be a dependent of the deceased as it is a settled proposition of law, that the parents of the deceased are considered in law as dependent on their children, considering that the children are bound to support their parents in their old age, when the parents would be unable to maintain themselves and the law imposes a responsibility on the children to maintain their parents.

59. Strength for this interpretation is drawn from *Indrawati v. Ranbir Singh*, 2021 SCC OnLine Del 114, wherein it has been held by the Hon'ble Delhi High Court that:

> *"12. This Court is of the view that the parents of the deceased are considered in law as dependent on their children, considering that the children are bound to support their parents in their old age, when the parents would be unable to maintain themselves and the law imposes a responsibility on the children to maintain their parents. Even if the parents are not dependent on their children at the time of the accident, they will certainly be dependent, both financially and emotionally, upon their children at the later stage of their life, as the children were dependent upon their parents in their initial years. It would therefore be unfair as well as inequitable to deny compensation for loss of dependency to a parent, who may not be dependent on his/her child at the time of accident per se but would become dependent at his/her later age.*
>
> *....*
>
> *20. In view of the law well settled by the Supreme Court in the aforesaid judgments, this Court holds that the parents of the deceased child are considered as dependents for computation of compensation."*

(Emphasis supplied)

60. That being so, Petitioner namely Raj Bala would be considered as dependent of the deceased for the purpose of computation of compensation. At the same time, it is also noted, that the testimony of PW3 Jyoti as to the deceased Sunny and Sumit, looking after her being their unmarried sister and as to her being totally dependent on her brothers i.e. Sumit and Sunny, for her day to day needs, has remained unrebutted. There is no evidence on record to suggest that the father of Jyoti, namely Mr. Bhopal Singh, was alive at the time of the accident. Rather, it has been brought on record in the cross-examination of PW1 Prem Kumar that their father had retired from railways and their mother was receiving family pension which implies that he had already expired. Further, during clarifications, a copy of death certificate of Bhopal Singh was also placed on record, as per which Bhopal Singh had expired on 17.05.2020, i.e. well before the accident. In these circumstances, it is held that Jyoti, being the unmarried sister of the deceased Sumit and Sunny, was also dependent upon them, as her father had predeceased them.

61. It is clarified here that despite the demise of the mother of the deceased/ Raj Bala during the pendency of the case, she would be still be considered to be a dependent as it is a settled proposition of law that the claims crystallize at the time of the accident itself. Strength for this interpretation is drawn from the judgment in *Kirti v Oriental Insurance Company Ltd,* AIR 2021 SC 353, wherein it has been held by a three judge bench of the Hon'ble Supreme Court as under:

"It cannot be disputed that at the time of death, there in fact were four dependents of the deceased and not three. The subsequent death of the deceased's dependent mother ought not to be a reason for reduction of motor accident compensation. Claims and legal liabilities crystallise at the time of the accident itself, and changes post thereto ought not to ordinarily affect pending proceedings. Just like how appellant-claimants cannot rely upon subsequent increases in minimum wages, the respondent insurer too cannot seek benefit of the subsequent death of a dependent during the pendency of legal proceedings. Similarly, any concession in law made in this regard by either counsel would not bind the parties, as it is legally settled that advocates cannot throwaway legal rights or enter into arrangements contrary to law."

(Emphasis supplied)

A) Computation of compensation on account of loss of dependency

62. As laid down in the judgment of *Sarla Verma & Ors. Vs. Delhi Transport Corporation & Anr.,* (2009) 6 SCC 121, the loss of dependency to the family is to be calculated by multiplying the annual contribution to the family (multiplicand) by the multiplier.

Multiplicand

63. As per the judgment of *Sarla Verma*, after the income of the deceased per annum is determined, a deduction is to be made from such annual income in regard to the amount which the deceased would have spent on himself by way of personal and living expenses, and the balance, which is considered to be the contribution to the dependent family, constitutes the multiplicand. In the present case, the deceased was aged about 27 years at the time of the accident, in view of the law laid down in the case of *National Insurance Company Ltd. v. Pranay Sethi,* (2017) 16 SCC 680, an addition of 40% of his income is to be made towards future prospects. Hence the **monthly income of**

the deceased is calculated to be ₹28,499.80/-(₹20,357/-+ ₹8,142.80/-which is 40% of ₹20,357/-).

64. Further, with it having been brought on record that the deceased Sumit was unmarried at the time of his death, the deduction of 1/2 is applicable as per the principles laid down in Sarla Verma's case (supra), reproduced herein under:-

> *"15. Where the deceased was a bachelor and the claimants are the parents, the deduction follows a different principle.* ***In regard to bachelors, normally, 50% is deducted as personal and living expenses, because it is assumed that a bachelor would tend to spend more on himself.*** *Even otherwise, there is also the possibility of his getting married in a short time, in which event the contribution to the parent/s and siblings is likely to be cut drastically. Further, subject to evidence to the contrary, the father is likely to have his own income and will not be considered as a dependant and the mother alone will be considered as a dependent. In the absence of evidence to the contrary, brothers and sisters will not be considered as dependents, because they will either be independent and earning, or married, or be dependant on the father. Thus even if the deceased is survived by parents and siblings, only the mother would be considered to be a dependant, and 50% would be treated as the personal and living expenses of the bachelor and 50% as the contribution to the family. However, where family of the bachelor is large and dependant on the income of the deceased, as in a case where he has a widowed mother and large number of younger non-earning sisters or brothers, his personal and living expenses may be restricted to one-third and contribution to the family will be taken as two-third.".*
>
> *(Emphasis supplied)*

65. Hence, in view of judgment of the Supreme Court in *Sarla Verma (Smt) & Ors. vs. Delhi Transport Corporation & Anr.,* (2009) 6 SCC 121, and *United India Insurance Co. Ltd. vs. Satinder Kaur alias Satwinder Kaur & Ors.,* (2021) 11 SCC 780, out of the above amount so assessed, a sum of ₹14,249.90/- has to be deducted on account of his personal and living expenses. That being so, the monthly loss of dependency

is calculated to be ₹14,249.90/- (i.e. 1/2 of ₹28,499.80/-) which has to be multiplied by 12 to arrive at the multiplicand i.e. annual loss of dependency. Hence, **multiplicand would be ₹1,70,998.80/-** (₹14,249.90/- x 12).

Multiplier

66. In view of the multipliers enumerated in the case of *Sarla Verma & Ors. Vs. Delhi Transport Corporation & Anr.,* (2009) 6 SCC 121, which has also been upheld by the Constitutional Bench of the Hon'ble Supreme Court in the case of *National Insurance Company Ltd. Vs. Pranay Sethi & Ors*. 2017 (16) SCC 680, as the deceased was 27 years old at the time of the accident, the multiplier of 17 would be applicable. **Thus, the loss of dependency qua the deceased in the present case is calculated to be ₹29,06,980/- (rounded off from ₹29,06,979.60/-) (i.e. Multiplicand of ₹1,70,998.80/- x Multiplier of 17).**

B) Computation of Compensation under Non-Pecuniary Heads

67. In respect of the compensation under non-pecuniary heads, in *Rajwati @ Rajjo & Ors. v. United India Insurance Co. Ltd.*, 2022 SCC OnLine SC 1699, the Hon'ble Supreme Court of India has held that:

> *"A three Judge Bench of this Court in United India Insurance Co. Ltd vs Satinder Kaur @ Satwinder Kaur & Ors.(2021) 11 SCC 780 , has awarded spousal consortium at the rate of Rs.40,000/- and towards loss of parental consortium to each child at the rate of Rs.40,000/-. The compensation under these heads also needs to be increased by 10% after every three years. Accordingly, the grant of Rs.40,000/- towards loss of consortium is increased to Rs.44,000/- to each Appellant, amounting to a total of Rs.2,20,000/-. Along with this, Rs.15,000/- each for the heads of 'funeral expenses' and 'loss*

of estate' is also very meager. <u>In our considered opinion, an amount of Rs.20,000/- is liable to be paid towards funeral expenses. Similarly, award of Rs.15,000/- towards 'loss of estate' is liable to be increased to Rs.20,000/-</u>."

(Emphasis supplied)

68. In view of the aforesaid legal proposition, and considering that the Petitioner Rajbala (through LRs) has failed to bring on record any evidence to prove the expenditure of ₹1,00,000/- towards funeral, the Petitioner Rajbala (through LRs) is awarded a sum of ₹20,000/- towards funeral expenses and another sum of ₹20,000/- towards loss of estate. Further a sum of ₹48,400/- is granted to the Petitioner Raj Bala i.e. mother of the deceased Sumit (through LRs) i.e. total of ₹48,400/- towards Loss of Consortium (filial).

69. In respect of loss of love and affection as a separate head, the Hon'ble Supreme Court has observed in the case of *United India Insurance Company Ltd. Vs. Satinder Kaur @ Satwinder Kaur,* 2020 SCC Online SC 410 that there is no justification to award compensation towards loss of love and affection as a separate head. The relevant portion of the observations are reproduced as under:

"33. The Motor Vehicles Act, 1988 is a beneficial legislation which has been framed with the object of providing relief to the victims, or their families, in cases of genuine claims. In case where a parent has lost their minor child, or unmarried son or daughter, the parents are entitled to be awarded loss of consortium under the head of Filial Consortium. Parental Consortium is awarded to the children who lose the care and protection of their parents in motor vehicle accidents. The amount to be awarded for loss consortium will be as per the amount fixed in Pranay Sethi (supra).

34. At this stage, we consider it necessary to provide uniformity with respect to the grant of consortium, and loss of love and affection. Several Tribunals and High Courts have been awarding

compensation for both loss of consortium and loss of love and affection. The Constitution Bench in Pranay Sethi (supra), has recognized only three conventional heads under which compensation can be awarded viz. loss of estate, loss of consortium and funeral expenses. In Magma General (supra), this Court gave a comprehensive interpretation to consortium to include spousal consortium, parental consortium, as well as filial consortium. Loss of love and affection is comprehended in loss of consortium.
35. The Tribunals and High Courts are directed to award compensation for loss of consortium, which is a legitimate conventional head. There is no justification to award compensation towards loss of love and affection as a separate head."

(Emphasis supplied)

70. That being so, in the present case, the Petitioner (through LRs) is not awarded separate compensation towards loss of love and affection.

71. Thus, hence in respect of the deceased Sumit, the total compensation awarded to the Petitioner Rajbala (through LRs) towards loss of dependency and under the non-pecuniary heads is **₹29,95,380/-** under the following heads:

i) Loss of Dependency: ₹*29,06,980/-*

ii) Loss of Consortium: ₹*48,400/-*

iii) Funeral Expenses: ₹*20,000/-*

iv) Loss of estate: ₹*20,000/-*

Compensation in respect of death of deceased Sunny in the case bearing MACT No. 378/23

Age And Income Of Deceased

72. As per the copy of Aadhaar card of deceased Sunny *i.e.* Ex.PW1/2, his year of birth is reflected as 1998, however in the copy of PAN Card and 10th Class certificate i.e. Ex. PW1/3 and Ex.PW1/4, respectively, his date of birth is reflected as

07.10.1998 and as the accident took place on 31.12.2022, **his age would be considered to be 24 years for the purpose of computation of compensation.**

73. As per the testimony of PW-1/Prem Kumar, at the time of the accident, Sunny was earning a total of ₹40,000/- per month inclusive of his salary of ₹15,000/- by working at City Kesari and ₹20,000/- from DJ work at family functions etc. In support of the same, PW1 Prem Kumar has also relied upon the certificate issued on 29.03.2023 i.e. Ex.PW1/8, but except the said self serving document, no other record in the form of any salary slip or witness has been brought on record to prove the earnings of the deceased. In the absence of any documentary proof of his employment or income, **the notional income of the deceased Sunny shall be considered to be that of a matriculate person as per the prevailing Minimum Wages in Delhi at the time of accident *i.e.* 31.12.2022 which were ₹20,357/- per month, as the class 10th certificate of the deceased *i.e.* Ex PW1/4 have been brought on record.**

Dependency upon the Deceased

74. As already discussed in para No. 58 to 61, the Petitioner Raj Bala being the mother of the deceased Sunny as well as Sumit; and also Jyoti, being the unmarried sister the deceased Sunny and Sumit, shall be considered to be dependent upon the deceased for the purpose of computation of compensation.

<u>A) Computation of compensation on account of loss of dependency</u>

75. As already discussed in para no. 62 and 63, in view of the propositions laid down in the judgment of *Sarla Verma & Ors. Vs. Delhi Transport Corporation & Anr.,* (2009) 6 SCC 121 and *National Insurance Company Ltd. v. Pranay Sethi,* (2017) 16 SCC 680, an addition of 40% of income is to be made in cases where the deceased was aged less than 40 years as on the date of the accident. In this case, as the deceased Sunny was aged about 24 years at the time of the accident, an addition of 40% of his income is to be made to his earnings towards future prospects, upon which the **<u>monthly income of the deceased Sunny is calculated to be ₹28,499.80/-</u>** (₹20,357/- + ₹8,142.80/- which is 40% of ₹20,357/-).

<u>Multiplicand</u>

76. Further, with it having been brought on record that the deceased Sunny was unmarried at the time of his death, the deduction of 1/2 is applicable (ref: *Sarla Verma (Smt) & Ors. vs. Delhi Transport Corporation & Anr.,* (2009) 6 SCC 121, and *United India Insurance Co. Ltd. vs. Satinder Kaur alias Satwinder Kaur & Ors.,* (2021) 11 SCC 780). Hence, in the present case, out of the above amount so assessed, a sum of ₹14,249.90/- has to be deducted on account of the personal and living expenses of the deceased and consequently, the monthly loss of dependency is calculated to be ₹14,249.90/- (i.e. 1/2 of ₹28,499.80/-) which has to be multiplied by 12 to arrive at the multiplicand i.e. annual loss of dependency. Hence, the **<u>multiplicand would be</u> ₹1,70,998.80/-** (₹14,249.90/- x 12).

Multiplier

77. In view of the multipliers laid down in the case of *Sarla Verma & Ors. Vs. Delhi Transport Corporation & Anr.,* (2009) 6 SCC 121, (also upheld by the Constitutional Bench of the Hon'ble Supreme Court in the case of *National Insurance Company Ltd. Vs. Pranay Sethi & Ors*. 2017 (16) SCC 680), as the deceased Sunny was aged 24 years at the time of the accident, the multiplier of 18 would be applicable. **Thus**, **the loss of dependency qua the deceased in the present case is calculated to be ₹30,77,978/- (rounded off from ₹30,77,978.40/-) (i.e. Multiplicand of ₹1,70,998.80/- x Multiplier of 18).**

B) Computation of Compensation under Non-Pecuniary Heads

78. In view of the legal proposition already discussed in para no. 67 to 69, considering that the Petitioner Rajbala (through LRs) has failed to bring on record any evidence to prove the expenditure of ₹1,00,000/- towards funeral expenses, the Petitioner Rajbala (through LRs) is awarded a sum of ₹20,000/- towards funeral expenses and another sum of ₹20,000/- towards loss of estate. Further a sum of ₹48,400/- is granted to the Petitioner Raj Bala i.e. mother of the deceased Sunny (through LRs) i.e. total of ₹48,400/- towards Loss of Consortium (filial), however, **the Petitioner Rajbala (through LRs) is not awarded separate compensation towards loss of love and affection.**

79. Thus, in respect of the deceased Sunny, the total compensation awarded to the Petitioner Rajbala (through LRs)/ as well as

dependent Jyoti towards loss of dependency as well as non-pecuniary head is **₹31,66,378/-** under the following heads:

i) Loss of Dependency: ₹*30,77,978/-*

ii) Loss of Consortium: ₹*48,400/-*

iii) Funeral Expenses: ₹*20,000/-*

iv) Loss of estate: ₹*20,000/-*

Compensation in respect of injuries sustained by Petitioner/ injured Rahul in the case bearing MACT No. 375/23

80. In the present matter, the Petitioner/ injured Rahul did not lead any specific evidence in respect of nature of his injuries, expenditure/loss due to the same or even his income at the time of the accident. However, as per his MLC on record i.e. part of the DAR, he had also sustained injuries in the accident that took place on 31.12.2022 involving the offending vehicle, and hence, he is entitled to be compensated for the same.

81. As already discussed in para no. 53 and 54, in personal injury cases, compensation is to be awarded under the heads of Pecuniary damages (Special Damages) i.e. (i) Expenses relating to treatment, hospitalization, medicines, transportation, nourishing food, and miscellaneous expenditure; (ii) Loss of earnings (a) during the period of treatment and (iv) Damages for pain, suffering and trauma as a consequence of the injuries, except in serious cases of injury, where there is specific medical evidence corroborating the evidence of the claimant.

82. In the present case, Petitioner/ injured Rahul did not bring on record any document to prove whether the injury sustained by

him was grievous in nature, and the injuries reflected in the MLC are only in the nature of abrasions. Further, the Petitioner/ injured Rahul did not lead any evidence to prove any expenses incurred by him towards his treatment, hospitalization, medicines, transportation, nourishing food, and miscellaneous expenditure as also loss of earnings during the period of treatment or even damages for pain, suffering and trauma as a consequence of the injuries. Be that as it may, since the Petitioner/injured Rahul did sustain injuries in the accident, which is bound to have caused some pain and trauma to him, a ***lump sum amount of ₹25,000/- is awarded to the Petitioner/ injured Rahul as compensation.***

Interest

83. In respect of entitlement of the Petitioners to interest on the awarded amount, it is duly noted that the cases are pending since 01.05.2023, and the rate of interest of fixed deposits in nationalised banks has fluctuated/ dropped several times during the pendency of the present proceedings. Thus, in the interest of justice and keeping in view the principles discussed in order dated 21.04.2023 passed by the Hon'ble Delhi High Court in *United India Insurance Co. Ltd. vs. Baby Raksha & Ors,* MAC APP. No. 36/2023, the Petitioners are awarded interest @ 7.5% per annum, from the date of filing of the DARs i.e., with effect from 01.05.2023 till date of the award. The amount of interim award, if any, be deducted from the above amount, if the same has already been paid to the Petitioner(s).

Liability

84. As already stated above, Respondent No.1 being the driver and principal tortfeasor; and Respondent No.2 being owner of the offending vehicle being vicariously liable for the acts of Respondent No.1, are jointly and severally liable to pay the awarded amount of compensation to Petitioners. However, since the offending vehicle was insured with Respondent No.3 at the time of accident and the Respondent No.3 / Insurance Company has not raised any statutory defence in denial of their liability, hence, the Respondent No.3/ Insurance Company shall be liable to pay the compensation amount to the Petitioner(s), notwithstanding the fact that the Respondent No.1 had been charge-sheeted for the commission of offence under Section 3/181 MV Act, as a letter dated 18.08.2025 from Regional Transport Office, Mumbai is on record as per which the driving licence of the Respondent No.1 was valid on the date of the accident, and no evidence has been led by the Respondent No.3/Insurance Company to controvert the same.

85. Issue No. 2 and 3 are accordingly decided in favour of the Petitioner Raj Bala (through LRs) as well as Petitioner/injured Rahul and against the Respondents.

Apportionment

86. As the Petitioners have been held to be entitled to a compensation alongwith interest, the individual shares of the Petitioners need to be apportioned.

87. ***<u>In respect of MACT No. 377/2023 qua deceased Sumit,</u>*** the individual shares of the Petitioner Raj Bala and dependent Jyoti are apportioned and tabulated as under:

S.No	**Name of beneficiary**	**Relation with deceased**	**Share of the beneficiary**	**Calculation of the amount as per share**
1.	Raj Bala	Mother	80% of compensation on account of loss of dependency (i.e. 80% of **₹29,06,980/-)** + Loss of consortium+ funeral expenses+ Loss of Estate	₹23,25,584/-+ ₹48,400/- + ₹20,000/- + ₹20,000/- i.e. total of ₹24,13,984/- along with interest @ 7.5% per annum from date of filing of the DAR till the date of award i.e. ₹5,96,958/- (rounded off from (₹5,96,958.12/-) total being **₹30,10,942/-**
2.	Jyoti	Sister	20% of compensation on account of loss of dependency (i.e. 20% of **₹29,06,980/-)**	₹5,81,396/- along with interest @ 7.5% per annum from date of filing of the DAR till the date of award i.e. ₹1,43,774/- (rounded off from ₹1,43,774.38/-) i.e. total being **₹7,25,170/- (rounded off)**

88. ***In respect of MACT No. 378/2023 qua deceased Sunny,*** the individual shares of the Petitioner Raj Bala and dependent Jyoti are apportioned and tabulated as under:

S.No	Name of beneficiary	Relation with deceased	Share of the beneficiary	Calculation of the amount as per share
1.	Raj Bala	Mother	80% of compensation on account of loss of dependency (i.e. 80% of **₹30,77,978/-)** + Loss of consortium+ funeral expenses+ Loss of Estate	₹24,62,382.4/-+ ₹48,400/- + ₹20,000/- + ₹20,000/- i.e. total of ₹25,50,782 /- (rounded off from ₹25,50,782.4/-) along with interest @ 7.5% per annum from date of filing of the DAR till the date of award i.e. ₹6,30,787/- (rounded off from ₹6,30,787.13/-) total being **₹31,81,569/-**
2.	Jyoti	Sister	20% of compensation on account of loss of dependency (i.e. 20% of **₹29,06,980/-)**	₹6,15,596/- (rounded off from ₹6,15,595.60/-) along with interest @ 7.5% per annum from date of filing of the DAR till the date of award i.e. ₹1,52,232/- (rounded off

				from ₹1,52,231.761) i.e. total being **₹7,67,828/-**

89. ***<u>In respect of MACT No. 375/2023 qua injured Rahul,</u>*** the entire share of ₹31,182/- (inclusive of interest amount of ₹6,182/- (rounded off) is payable to him.

<u>Disbursement/ Release</u>

90. While deciding the quantum and manner of disbursement of the awarded amounts, the following directions given by the Hon'ble Delhi High Court vide orders dated 07.12.2018 & 08.01.2021 in FAO No. 842/2003 titled *Rajesh Tyagi & Ors. Vs. Jaivir Singh & Ors.* shall be kept in mind:

> *"(i) The bank shall not permit any joint name to be added in the saving account or fixed deposit accounts of the claimants i.e. saving bank accounts of the claimants shall be an individual saving bank account and not a joint account.*
> *(ii) Original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by bank to the claimants.*
> *(iii) The maturity amount of the FDRs be credited by the ECS in the saving bank account of the claimant near the place of their residence.*
> *(iv) No loan, advance or withdrawal or premature discharge be allowed on the fixed deposits without the permission of the court.*
> *(v) The concerned bank shall not issue any cheque book and/or debit card to claimants. However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall debit card(s) freeze the account of claimants so that no debit card be issued in respect of the account of claimants from any other branch of the bank.*
> *(vi) The bank shall make an endorsement on the passbook of the*

claimant to the effect, that no cheque books and/or debit card have been issued and shall not be issued without the permission of the Court and the claimant shall produced the passbook with the necessary endorsement before the Court for compliance."

(Emphasis Supplied)

91. Thereafter, in *Parminder Singh vs Honey Goyal,* S.L.P. (C) No. 4484 OF 2020 as decided by the Hon'ble Supreme Court of India on 18 March, 2025 it has been further directed that:

"17. The case in hand pertains to the compensation awarded under the Motor Vehicles Act. The general practice followed by the insurance companies, where the compensation is not disputed, is to deposit the same before the Tribunal. Instead of following that process, a direction can always be issued to transfer the amount into the bank account(s) of the claimant(s) with intimation to the Tribunal.

17.1 For that purpose, the Tribunals at the initial stage of pleadings or at the stage of leading evidence may require the claimant(s) to furnish their bank account particulars to the Tribunal along with the requisite proof, so that at the stage of passing of the award the Tribunal may direct that the amount of compensation be transferred in the account of the claimant and if there are more than one then in their respective accounts. If there is no bank account, then they should be required to open the bank account either individually or jointly with family members only. It should also be mandated that, in case there is any change in the bank account particulars of the claimant(s) during the pendency of the claim petition they should update the same before the Tribunal. This should be ensured before passing of the final award. It may be ensured that the bank account should be in the name of the claimant(s) and if minor, through guardian(s) and in no case it should be a joint account with any person, who is not a family member. The transfer of the amount in the bank account, particulars of which have been furnished by the claimant(s), as mentioned in the award, shall be treated as satisfaction of the award. Intimation of compliance should be furnished to the Tribunal."

(Emphasis supplied)

92. In view of the same, the award amount can now be disbursed in the Savings Bank Account of the Petitioners. However, the remaining directions as passed by the Hon'ble Delhi High Court

shall be complied with.

93. In view of the aforesaid directions, the disbursement of the awarded amount is directed as under:

In respect of death of deceased Sumit in the case bearing MACT No. 377/23

Disbursement qua Raj Bala (mother)

94. As per the copy of the death certificate of Petitioner/ Rajbala on record, she has already expired on 27.01.2024. Hence, her share cannot be released to her, and is required to be released to her Legal Representatives who were brought on record *vide* order dated 09.04.2024. The Petitioners No. 1(i) to 1(iv) being the children of deceased Petitioner Rajbala are thus awarded the said amount in equal shares.

95. As per the financial statement of the Petitioner Nos. 1 (i) to (iv), their monthly expenses are about ₹40,000/- per month, and as per the clarifications furnished, the Petitioners have studied only till Class 8^{th}, Class 8^{th}, Class 6^{th} and Class 10^{th} respectively. The Petitioner No. 1(i), namely Prem Kumar has furnished his Bank Account details namely, Account No. 34920100004675, IFSC Code BARB0SHANGR, Bank of Baroda, Shastri Nagar, Delhi; the Petitioner No. 1(ii), namely Rinku has furnished his Bank details namely, Account No. 00012191006747, IFSC Code PUNB0000110, Punjab National Bank, Chandni Chowk, Delhi; Petitioner No. 1(iii), namely Amit Kumar has furnished his Bank details namely, Account No. 89790100029651, now

transferred to bank of Baroda, Tri Nagar Branch IFSC Code BARB0VJCCWK and the Petitioner No.1(iv), namely Jyoti has furnished her Bank Account details namely, Account No. 40650100010409, IFSC Code BARB0RANIJH, Bank of Baroda, Rani Jhansi Road, Delhi at the time of recording of their financial statements.

96. Hence, upon realization of the **awarded amount of ₹30,10,942/-**, the Petitioner No. 1 (i) to (iv) are entitled to a sum of ₹7,52,735.50/- each (Rupees Seven Lakhs Fifty Two Thousand Seven Hundred Thirty Five and Fifty Paisa). Hence, a sum of **₹92,735.50/- (Rupees Ninety Two Thousand Seven Hundred Thirty Five and Fifty Paisa) each, be released to the Petitioner No. 1 (i) to (iv) immediately,** into the accounts as furnished by them at the time of recording of their financial statement. **The remaining amount of ₹6,60,000/- (Rupees Six Lakhs Sixty Thousand only) each shall be put in 33 monthly fixed deposits** in the names of Petitioner No.1(i) to 1(iv) each, in their accounts as mentioned above of equal amount of **₹20,000/-** (Rupees Twenty Thousand only) each for a period of 01 month to **33** months respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the aforesaid amount, the amount of FDRs, upon maturity, shall automatically be transferred in their accounts as furnished.

Disbursement qua Jyoti (sister):

97. Upon realization of the awarded amount, out of the share of the

Petitioner/ Jyoti of **₹7,25,170/-,** (Rupees Seven Lakhs Twenty Five Thousand One Hundred and Seventy only), a sum of **₹1,25,170/-** (Rupees One Lakh Twenty Five Thousand One Hundred and Seventy only) **shall be released to the Petitioner Jyoti immediately** in her Bank Account as furnished at the time of recording of her financial statement i.e. as mentioned in para no 95. The balance amount of **₹6,00,000/-** (Rupees Six Lakhs Only) shall be put in **30 monthly fixed deposits** in her name in her account as mentioned above of equal amount of **₹20,000/-** (Rupees Twenty Thousand only) each for a period of 01 month to **30** months respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the aforesaid amount, amount of FDRs, upon maturity, shall automatically be transferred in her account as furnished.

In respect of death of deceased Sunny in the case bearing MACT No. 378/23

98. In view of the discussion in para no. 94 and 95 as the deceased Sunny was also survived by Petitioner Rajbala, who has since expired leaving behind Petitioner No. 1(i) to 1(iv), it is directed that upon realization of the **awarded amount of ₹31,81,569/-**, the Petitioner No. 1 (i) to (iv) are entitled to a sum of ₹7,95,392.25/- each (Rupees Seven Lakhs Ninety Five Thousand Three Hundred Ninety Two and Twenty Five Paisa). Hence, a sum of **₹95,392.25/- (Rupees Ninety Five Thousand Three Hundred Ninety Two and Twenty Five Paisa) each, be released to the Petitioner No. 1 (i) to (iv) immediately,** into the accounts as furnished by them at the time of recording of

their financial statement as mentioned in para no. 95. **<u>The remaining amount of ₹7,00,000/- (Rupees Seven Lakhs only) each shall be put in 35 monthly fixed deposits</u>** in the names of Petitioner No.1(i) to 1(iv) each, in their respective accounts as mentioned above of equal amount of **₹20,000/-** (Rupees Twenty Thousand only) each for a period of 01 month to **35** months respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the aforesaid amount, amount of FDRs, upon maturity, shall automatically be transferred in their accounts as furnished.

<u>Disbursement qua Jyoti (sister):</u>

99. Upon realization of the awarded amount, out of the share of the Petitioner/ Jyoti of **₹7,67,828/-,** (Rupees Seven Lakhs Sixty Seven Thousand Eight Hundred and Twenty Eight only), a sum of **₹1,67,828/-** (Rupees One Lakh Sixty Seven Thousand Eight Hundred and Twenty Eight only) **shall be released to the Petitioner Jyoti immediately** in her Bank Account as furnished. The balance amount of **₹6,00,000/-** (Rupees Six Lakhs Only) shall be put in **30 monthly fixed deposits** in her name in her account as mentioned above of equal amount of **₹20,000/-** (Rupees Twenty Thousand only) each for a period of 01 month to **30** months respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the above said amount, amount of FDRs on maturity, shall automatically be transferred to her saving account as furnished.

Release / Disbursement

In respect of Petitioner/ injured Rahul in the case bearing MACT No. 375/23

100. Despite repeated directions, the Petitioner/ injured Rahul did not appear for recording of his financial statement. However, as the Petitioner/ injured Rahul has been held to be entitled to a compensation of ₹31,182/- (Rupees Thirty One Thousand One Hundred and Eighty Two Only) inclusive of interest i.e. ₹6,182/- (rounded off from ₹6,182.292/-), it is directed that upon realization of the awarded amount, the entire sum of ₹31,182/- **be released to the Petitioner/injured Rahul immediately** in his Bank Account to be furnished by him within two weeks of the award with intimation to the Respondent No.3/Insurance Company as well this Tribunal.

101. The Respondent No.3 / Shri Ram General Insurance Co. Ltd. is directed to deposit the awarded sum of **₹37,36,112/- (Rupees Thirty Seven Lakhs Thirty Six Thousand One Hundred and Twelve only) in respect of deceased Sumit** and **a sum of ₹39,49,397/- (Rupees Thirty Nine Lakhs Forty Nine Thousand Three Hundred and Ninety Seven only) in respect of deceased Sunny,** inclusive of interest @ 7.5% from the date of filing of DAR i.e. w.e.f. 01.05.2023 till the date of the award i.e. 18.08.2026 **within 30 days** by way of NEFT or RTGS mode **directly** in the MACT accounts of the Petitioners as mentioned in the Para Nos. 95 of this award under intimation to the Petitioners as well as this Tribunal failing which the said Respondent shall be liable to pay interest @ 12 % per annum for

the period of delay beyond 30 days. (Ref: *Oriental Insurance Company Ltd. Vs. Niru @ Niharika & Ors.* SLP no. 22136 of 2024 decided on 14.07.2025 by the Hon'ble Supreme Court.).

102. In respect of Petitioner Rahul, as he has not furnished his bank account details, the Respondent No.3 / Shri Ram General Insurance Co. Ltd is directed to deposit the **awarded sum of ₹31,182/- (Rupees Thirty One Thousand One Hundred Eighty Two Only)** inclusive of interest **within 30 days** by way of NEFT or RTGS mode in the account of this Tribunal maintained with SBI, Tis Hazari Courts, Delhi (account holder's name-Motor Accident Claims Tribunal 02 Central, A/C No. 40743576901, IFSC Code SBIN0000726) under intimation to the Petitioner/injured Rahul as well as this Tribunal in terms of the format for remittance of compensation as provided in *Divisional Manager Vs. Rajesh,* 2016 SCC Online Mad. 1913 (and reiterated by Hon'ble Supreme Court in the orders dated 16.03.2021 and 16.11.2021 titled as *Bajaj Allianz General Insurance Co. Pvt. Ltd. Vs. Union of India & Ors*), failing which the said respondent shall be liable to pay interest @ 12 % per annum for the period of delay beyond 30 days. (Ref: *Oriental Insurance Company Ltd. Vs. Niru @ Niharika & Ors.* SLP no. 22136 of 2024 decided on 14.07.2025 by the Hon'ble Supreme Court).

103. The Petitioners/ LRs are directed to serve a copy of this award upon the Manager of their Bank for compliance, and the concerned Manager of the bank(s) of the Petitioners/LRs are

directed to release the amount to the Petitioners/LRs as per the award upon completion of necessary formalities as per the rules. The concerned Manager is directed to keep the amount in fixed deposits as per the directions given in the award and to send a compliance report to this court. He/She is also directed to ensure that no loan, advance or premature discharge is allowed on the fixed deposit without an order of this court.

104. The Petitioners/LRs are also directed to ensure that they do not withdraw the deposited amount in contravention of the terms of disbursement, and do not apply for any loan, advance or pre mature discharge on the fixed deposit without an order of this court.

105. A digital copy of this award be forwarded to the parties free of cost.

106. The summary of the award as per Form XV and XVI of the Annexure XIII and particulars of compliance of the Provisions of the Scheme as per Form XVII of the Central Motor Vehicles Rules, 1989 as amended by the Central Motor Vehicles (Fifth Amendment) Rules, 2022, are also annexed with this Award as Annexure A1, A2, A3 and B respectively, and shall form a part of this award.

107. *Ahlmad* is directed to send the copy of the award to Ld. Judicial Magistrate First Class concerned and Delhi Legal Services Authority in view of Central Motor Vehicles (Fifth Amendment)

Rules, 2022 [(Directions at serial nos. 39, 40 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A))].

108. *Ahlmad* is further directed to comply with the directions passed by the Hon'ble High Court of Delhi on 06.01.2021 in MAC.APP No. 10/2021 titled as *New India Assurance Company Ltd.* Vs. *Sangeeta Vaid & Ors.*, regarding digitisation of the records.

109. *Ahlmad*/Nazir are directed to e-mail an authenticated copy of the award to the insurer as directed by the Hon'ble Supreme Court of India in WP (Civil) No. 534/2020 titled as *Bajaj Allianz General Insurance Co. Pvt. Ltd.* Vs. *Union of India & Ors.* on 16.03.2021 and also e-mail an authenticated copy of the award to the concerned Branch Manager(s) of the Petitioners' banks for information and compliance immediately.

110. Nazir is directed to maintain the record in Form XVIII in view of Central Motor Vehicles (Fifth Amendment) Rules, 2022 [(Directions at serial no. 41 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A).

111. This file be consigned to the Record Room after necessary compliance and a separate file be prepared for compliance report and put up the same on **18.09.2026.**

Announced in the open court
today i.e. 18th August, 2026

POOJA AGGARWAL
Digitally signed by POOJA AGGARWAL
Date: 2026.08.18 17:06:40 +0530

(POOJA AGGARWAL)
Presiding Officer, MACT-02 (Central)
Tis Hazari, Delhi(K)

ANNEXURE A1

FORM – XV, Central Motor Vehicles (Fifth Amendment) Rules, 2022 (part of Annexure XIII. Ref: Rule 150A)

SUMMARY OF COMPUTATION OF AWARD AMOUNT IN DEATH CASES

1. Date of accident : 31.12.2022
2. Name of the deceased : Mr. Sumit
3. Age of the deceased : 27 years
4. Occupation of the deceased : Job
5. Income of the deceased : Assessed on the basis of Minimum Wages of a Matriculate Person prevailing in Delhi at relevant time
6. Name, age and relationship of legal representative of deceased:-

S. No.	Name	Age	Relation
(1)	Smt. Raj Bala (since deceased/ through LRs)	--	Mother of the deceased
(i)	Prem Pal	41 Years	LR/Son of Petitioner No.1
(ii)	Rinku	39 Years	LR/Son of Petitioner No.1
(iii)	Amit Kumar	34 Years	LR/Son of Petitioner No.1
(iv)	Jyoti	24 Years	LR/daughter of Petitioner No.1
(2)	Jyoti	24 Years	Sister of the deceased
Computation of Compensation			
S.No.	**Heads**	**Awarded by the Claims Tribunal**	

7.	Monthly income of the deceased (A)	₹20,357/- per month
8.	Add-Future Prospects (B)	₹8,142.8/- per month
9.	Less-Personal expenses of the deceased(C)	₹14,249.9/- per month
10.	Monthly loss of dependency[(A+B)-C=D]	₹14,249.9/-
11.	Annual loss of dependency (Dx12)	₹1,70,998.8/-
12.	Multiplier(E)	17
13.	Total loss of dependency (Dx12xE= F)	₹29,06,980/- (rounded off)
14.	Medical Expenses(G)	NIL
15.	Compensation for loss of consortium(H)	₹48,400/-
16.	Compensation for loss of love and affection (I)	NIL
17.	Compensation for loss of estate(J)	₹20,000/-
18.	Compensation towards funeral expenses(K)	₹20,000/-
19.	TOTAL COMPENSATION (F+G+H+I+J+K=L)	₹29,95,380/-
20.	RATE OF INTEREST AWARDED	7.5% p.a.
21.	Interest amount up to the date of award(M)	₹7,40,733/- (rounded off)
22.	Total amount including interest(L + M)	₹37,36,113/-
23.	Award amount released	Qua Petitioner no.1 (i) to (iv): ₹92,735.5/- each

		Qua Dependent Jyoti: ₹1,25,170/-
24.	Award amount kept in FDRs	As per Award
25.	Mode of disbursement of the award amount to the petitioner (s)	Mentioned in the award
26.	Next date for compliance of the award	18.09.2026

1. Prepared as per award dated 18.08.2026.

2. A separate file was ordered to be prepared by the Nazir with directions to put up the same on **18.09.2026.**

POOJA AGGARWAL Digitally signed by POOJA AGGARWAL Date: 2026.08.18 17:06:57 +0530

(POOJA AGGARWAL)
Presiding Officer, MACT-02 (Central)
Tis Hazari, Delhi
18.08.2026(K)

ANNEXURE A2

FORM – XV, Central Motor Vehicles (Fifth Amendment) Rules, 2022 (part of Annexure XIII. Ref: Rule 150A)

SUMMARY OF COMPUTATION OF AWARD AMOUNT IN DEATH CASES

1. Date of accident : 31.12.2022
2. Name of the deceased : Mr. Sunny
3. Age of the deceased : 24 years
4. Occupation of the deceased : Job
5. Income of the deceased : Assessed on the basis of Minimum Wages of a Matriculate Person prevailing in Delhi at relevant time.
6. Name, age and relationship of legal representative of deceased:-

S. No.	Name	Age	Relation
(1)	Smt. Raj Bala (since deceased through LRs)	--	Mother of the deceased
(i)	Prem Pal	41 Years	LR/Son of Petitioner No.1
(ii)	Rinku	39 Years	LR/Son of Petitioner No.1
(iii)	Amit Kumar	34 Years	LR/Son of Petitioner No.1
(iv)	Jyoti	24 Years	LR/daughter of Petitioner No.1
(2)	Jyoti	24 Years	Sister of the deceased

Computation of Compensation

S.No.	Heads	Awarded by the Claims Tribunal

7.	Monthly income of the deceased (A)	₹20,357/- per month
8.	Add-Future Prospects (B)	₹8,142.8/- per month
9.	Less-Personal expenses of the deceased(C)	₹14,249.9/- per month
10.	Monthly loss of dependency[(A+B)-C=D]	₹14,249.9/-
11.	Annual loss of dependency (Dx12)	₹1,70,998.8/-
12.	Multiplier(E)	18
13.	Total loss of dependency (Dx12xE= F)	₹30,77,978/- (rounded off)
14.	Medical Expenses(G)	NIL
15.	Compensation for loss of consortium(H)	₹48,400/-
16.	Compensation for loss of love and affection (I)	NIL
17.	Compensation for loss of estate(J)	₹20,000/-
18.	Compensation towards funeral expenses(K)	₹20,000/-
19.	TOTAL COMPENSATION (F+G+H+I+J+K=L)	₹31,66,378/-
20.	RATE OF INTEREST AWARDED	7.5% p.a.
21.	Interest amount up to the date of award(M)	₹7,83,019/- (rounded off)
22.	Total amount including interest(L + M)	₹39,49,397/-
23.	Award amount released	Qua Petitioner no.1 (i) to (iv): ₹95,392.25/- each Qua Dependent Jyoti:

		₹1,67,828/-
24.	Award amount kept in FDRs	As per Award
25.	Mode of disbursement of the award amount to the petitioner (s)	Mentioned in the award
26.	Next date for compliance of the award	18.09.2026

1. Prepared as per award dated 18.08.2026**.**

2. A separate file was ordered to be prepared by the Nazir with directions to put up the same on **18.09.2026.**

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Tis Hazari, Delhi
18.08.2026(K)

ANNEXURE A3

FORM – XVI, Central Motor Vehicles (Fifth Amendment) Rules, 2022 (part of Annexure XIII. Ref: Rule 150A)

SUMMARY OF THE COMPUTATION OF AWARD AMOUNT IN INJURY CASES TO BE INCORPORATED IN THE AWARD

1.	Date of accident	: 31.12.2022
2.	Name of the injured	: Rahul
3.	Age of the injured	: 26 years
4.	Occupation of the injured	: N.A.
5.	Income of the injured	: N.A.
6.	Nature of injury	: Simple
7.	Medical treatment taken by the injured	: As per record
8.	Period of Hospitalization	: NIL
9.	Whether any permanent disability? If yes, give details	: No

10.	**Computation of Compensation**	
S.No.	**Heads**	**Awarded by the Claims Tribunal**
11.	Pecuniary Loss:	
(i)	Expenditure on treatment	NIL
(ii)	Expenditure on conveyance/ misc expenses	NIL
(iii)	Expenditure on special diet	NIL
(iv)	Cost of nursing/attendant	NIL
(v)	Cost of artificial limb	--
(vi)	Loss of earning capacity	--
(vii)	Loss of income	NIL

(viii)	Any other loss which may require any special treatment or aid to the injured for the rest of his life	--
12.	Non-Pecuniary Loss:	
(i)	Compensation for mental and physical shock	₹25,000/-
(ii)	Pain and suffering	
(iii)	Loss of amenities of life	--
(iv)	Disfiguration	
(v)	Loss of marriage prospects	
(vi)	Loss of earning, inconvenience, hardships, disappointment, frustration, mental stress, dejectment and unhappiness in future life etc.	--
13.	Disability resulting in loss of earning capacity:	
(i)	Percentage of disability assessed and nature of disability as permanent or temporary	--
(ii)	Loss of amenities or loss of expectation of life span on account of disability	--
(iii)	Percentage of loss of earning capacity in relation to disability	--
(iv)	Loss of future Income - (Income × % Earning Capacity = Multiplier)	--
14.	TOTAL COMPENSATION	₹25,000/-

15.	INTEREST AWARDED	7.5% p.a.
16.	Interest amount up to the date of award	₹6,182/- (rounded off)
17.	Total amount including interest	₹31,182/- (rounded off)
18.	Award amount released	₹31,182/-
19.	Award amount kept in FDRs	NIL
20.	Mode of disbursement of the award amount to the claimant(s)	Mentioned in the award
21.	Next date for compliance of the award	18.09.2026

1. Prepared as per award dated 18.08.2026.

2. A separate file was ordered to be prepared by the Nazir with directions to put up the same on **18.09.2026.**

POOJA AGGARWAL Digitally signed by POOJA AGGARWAL Date: 2026.08.18 17:07:31 +0530

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Tis Hazari, Delhi
18.08.2026(K)

ANNEXURE B

FORM – XVII, Central Motor Vehicles (Fifth Amendment) Rules, 2022 (part of Annexure XIII. Ref: Rule 150A)

Compliance of Provisions of Scheme to be mentioned in the Award

1.	Date of the accident	31.12.2022
2.	Date of filing of ***Form-I – First Accident Report (FAR)***	N.A
3.	Date of delivery of ***Form-II*** to the victim(s)	N.A.
4.	Date of receipt of ***Form-III*** from the Driver	N.A.
5.	Date of receipt of ***Form-IV*** from the Owner	N.A.
6.	Date of filing of the ***Form-V-Interim Accident Report*** **(IAR)**	N.A.
7.	Date of receipt of ***Form-VIA*** and ***Form-VIB*** from the Victim(s)	N.A.
8.	Date of filing of ***Form-VII – Detailed Accident Report*** **(DAR)**	01.05.2023
9.	Whether there was any delay or deficiency on the part of the Investigating Officer? If so, whether any action/ direction warranted?	N.A.
10.	Date of appointment of the Designated Officer by the Insurance Company	Not mentioned
11.	Whether the Designated Officer of the Insurance Company submitted his report within 30 days of the DAR?	No
12.	Whether there was any delay or deficiency on the part of the Designated officer of the Insurance Company? If so, whether any action/ direction warranted?	Yes. No
13.	Date of response of the petitioner(s) to the offer of the Insurance Company.	N.A.

14.	Date of the award	18.08.2026
15.	Whether the petitioner (s) was/were directed to open savings bank account(s) near their place of residence?	Yes
16.	Date of order by which claimant(s) was/were directed to open savings bank account(s) near his place of residence and produce PAN Card and Adhaar Card and the direction to the bank not issue any cheque book/debit card to the claimant(s) and make an endorsement to this effect on the passbook.	01.05.2023
17.	Date on which the claimant(s) produced the passbook of their savings bank account near the place of their residence along with the endorsement, PAN Card and Adhaar Card?	19.05.2026 in MACT No. 377/23 and MACT No. 378/23; 27.07.2026 in MACT No. 377/23 and MACT No. 378/23 by LR Amit; and Passboook not furnished by Rahul in MACT No. 375/23
18.	Permanent Residential Address of the Claimant(s).	H.No. 113/12, Railway Colony, Kishan Ganj, Delhi-110007 in MACT No. 377/23 and MACT No. 378/23; and Permanent address not furnished in MACT No. 375/23 by Rahul.

19.	Whether the claimant(s) savings bank account(s) is near his place of residence?	Yes in MACT No. 377/23 and MACT No. 378/23.
20.	Whether the claimant(s) were examined at the time of passing of the award to ascertain his/their financial condition?	Yes, in MACT No. 377/23 and MACT No. 378/23.

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18.08.2026(K)